

LETTER OF APPOINTMENT AND CONTRACT TERMS

Part 1: Letter of Appointment

This letter of Appointment dated 23rd December 2019, is issued in accordance with the provisions of the DPS Agreement (RM6018) between CCS and the Supplier.

Capitalised terms and expressions used in this letter have the same meanings as in the Contract Terms unless the context otherwise requires.

Order Number:	TBC
From:	Ministry of Housing, Communities and Local Government , with offices at 2 Marsham Street, London SW1P 4DF (“the Customer ”);
To:	Metro Dynamics Ltd a company registered in under Company Number 9422707 whose registered office is at 3 Waterhouse Square, 138 Holborn, London, EC1N 2SW (“the Supplier ”)

Effective Date:	10 th January 2020
Expiry Date:	End date of Initial Period 9 th March 2020 End date of Maximum Extension Period 6 th April 2020 Minimum written notice to Supplier in respect of extension: 10 Working Days

Services required:	Set out in Section 2, Part B (Specification) of the DPS Agreement and refined by: · the Customer’s Statement of Works within the contract at Schedule 2
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Key Individuals:	Customer : REDACTED
Guarantor(s)	N/A

Contract Charges (including any applicable discount(s), but excluding VAT):	As per Annex 1 : Schedule 6 – Contract Charges, of the contract – maximum £585,000.00
Insurance Requirements	Public liability insurance to cover all risks in the performance of the Contract.

	<p>Employers' liability insurance</p> <p>Professional indemnity insurance adequate to cover all risks in the performance of the Contract.</p> <p>Product liability insurance adequate to cover all risks in the provision of Deliverables under the Contract.</p>
Liability Requirements	Suppliers limitation of Liability (Clause Error! Reference source not found. of the Contract Terms);
Customer billing address for invoicing:	<ul style="list-style-type: none"> • The payment method for this Call-Off Contract is by bank transfer. The Authority will pay the Supplier within 30 days of receipt of a valid invoice. • Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables. These products and deliverables shall be agreed between the Customer and the Supplier as part of contract discussions once a preferred supplier has been appointed. • Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. • Invoices should be submitted to: CP2P Team, MHCLG, 4th Floor, High Trees, Hillfield Road, Hemel Hempstead, HP2 4XN.

GDPR	As per Schedule 7 (Processing, Personal Data and Data Subjects) of the contract.
Alternative and/or additional provisions (including Schedule 8(Additional clauses)):	N/A

FORMATION OF CONTRACT

BY SIGNING AND RETURNING THIS LETTER OF APPOINTMENT (which may be done by electronic means) the Supplier agrees to enter a Contract with the Customer to provide the Services in accordance with the terms of this letter and the Contract Terms.

The Parties hereby acknowledge and agree that they have read this letter and the Contract Terms.

The Parties hereby acknowledge and agree that this Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of this letter from the Supplier within two (2) Working Days from such receipt

For and on behalf of the Supplier:

For and on behalf of the Customer:

Name and Title: REDACTED

Name and Title:

Signature:

Signature:

Date: 29/01/2020

Date:

ANNEX A

Customer Project Specification

To be determined by the Customer at Call for Competition stage

ANNEX B

Supplier Proposal

To be determined at Call for Competition stage

Part 2: Contract Terms



Contract Terms v6.0